## **SHORT FORM LEASE**

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 3rd day of floriday, 2009, by and between Westover Clifford, Ltd., a Texas limited partnership ("Landlord"), and AutoZone Texas, L.P., a Delaware limited partnership ("Tenant").

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Ground Lease (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Fort Worth, County of Tarrant, State of Texas, consisting of a 31,851 square foot premises, together, rights of access as provided herein, and more particularly described in Exhibit "A" and shown on Exhibit "B".

- 1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of twenty (20) years, commencing as provided in the Lease, and ending on the last day of the month following twenty (20) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.
- 2. In the Lease, Landlord has granted to Tenant certain rights to four (4) separate renewal options to extend the term of the Lease for five (5) years each, which are exercisable by Tenant as provided in the Lease.
  - 3. The Lease contains, among other things, the following provisions:
- (a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.
- (b) Tenant may use the Demised Premises for any lawful purpose, except Tenant shall not use the Demised Premises for the installation or use of underground storage tanks or any of the Prohibited Uses listed on **Exhibit "C"** attached hereto, or any use (other than an automotive parts, supplies and accessories store) which violates any currently existing deed restrictions or any exclusive use restriction granted to a tenant or occupant of the Remaining Premises described on **Exhibit "D"** attached hereto.
- (c) In order to induce Tenant to enter into this Ground Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations and any partner or other party affiliated with it (the "Restricted Parties"), if any, that none of the Restricted Parties shall use, suffer, permit or consent to the use or occupancy of any real estate owned by one or more of the Restricted Parties within one (1) mile of the Demised Premises (save and except for the Demised Premises) as an auto parts store or for the sale of any automobile parts, supplies and/or accessories as long as this Ground

Lease is in effect and Tenant is open and operating an auto parts store at the Demised Premises.

Further, this restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise which sells auto (or similar) parts as an incidental part of its general merchandise business; provided that, no business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

**IN TESTIMONY WHEREOF**, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

FANDLOPD:

TENANT.

1 Personal C	LARDEOND.
AUTOZONE TEXAS L.P., a Delaware limited partnership	WESTOVER CLIFFORD, LTD., a Texas limited partnership
By: AZ Texas Operations, L.L.C.,	By: Westover Clifford GP, LLC,
Texas a Nevada  limited liability company, its Sole General Partner	limited liability company, its sole general partner
By: AutoZone Stores Inc., a Nevada corporation, its Sole Member	
By: Ul Day	By: Show
Its: Vice President	Its: MANAGER
By: 50 7/66	
lts:Vice President	
Approved for Execution	

STATE OF TEXAS	
COUNTY OF TARRANT	

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2009, before me appeared SAM BROUS, to me known as, or providing satisfactory evidence that he is the Manager of WESTOVER CLIFFORD GP, LLC, a Texas limited liability company, as general partner and on behalf of, WESTOVER CLIFFORD, LTD., a Texas limited partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

GLENNA HORN
My Commission Expires
June 14, 2012

Notary Public, State of Texas

STATE OF TAMASSEE S COUNTY OF Shelps

Wm. David Gilmore

On this day of Journey, 2009, before me appeared Diana H. Hull, to me known as, or providing satisfactory evidence that he/she is the Vice President's of AUTOZONE STORES, INC., a Nevada corporation, sole Member of AZ TEXAS OPERATIONS, L.L.C., TEXAS, a Nevada limited liability company, as general partner and on behalf of AUTOZONE TEXAS, L.P., a Delaware limited partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seat hereto affixed the day and year in this certificate above written.

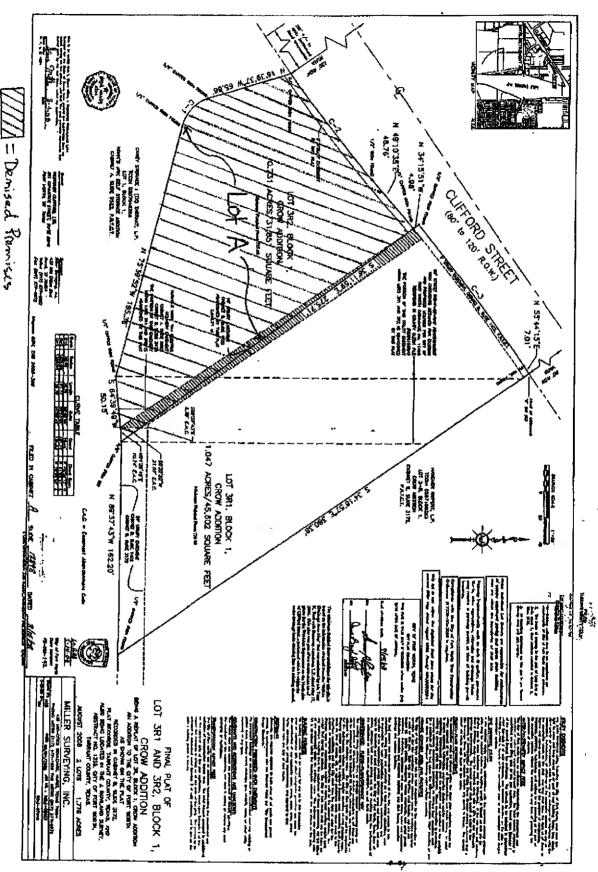
Notary Public, State of Annual Control

My Commission Expres 5 13-07

## **EXHIBIT "A"**

Lot 3R2, Block 1, Crow Addition, and addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Cabinet A, Slide 12898, Plat Records of Tarrant County, Texas.

Exhibit "B"



#### **EXHIBIT "C"**

#### **LIST OF PROHIBITED USES**

- 1. Any obnoxious sight, odor, noise, or sound which can be seen, heard or smelled outside of the property;
- 2. Any operation primarily used as a distilling, refining, smelting, agriculture, or mining operation;
- 3. Any junkyard or stockyard;
- 4. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building), save and except for Tenant's Customer oil recycling program conducted in accordance with applicable law which is permitted under this Lease:
- 5. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- 6. Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pickup and delivery by the ultimate consumer:
- 7. Any bowling alley, skating rink, massage parlor, pool room, theater, cinema or video game room;
- 8. Any animal raising facility;
- 9. Any mortuary or blood bank;
- 10. Any adult bookstore and/or any establishment whose principal business is selling or exhibiting materials containing sexually explicit matter;
- 11. Any bingo hall or other gambling establishment;
- 12. Any bar, tavern, pub, discotheque, dance hall, ballroom or nightclub;
- 13. Any automobile repair business (not including the sale of auto parts and accessories nor the miscellaneous installation of said parts and accessories, such as wiper blades, batteries, etc);
- 14. Any car wash; or
- 15. Any flea market

## **EXHIBIT "D"**

## **Remaining Premises**

Lot 3R1, Block 1, Crow Addition, and addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Cabinet A, Slide 12898, Plat Records of Tarrant County, Texas.



### REPUBLIC TITLE CO 2701 W PLANO PKWY

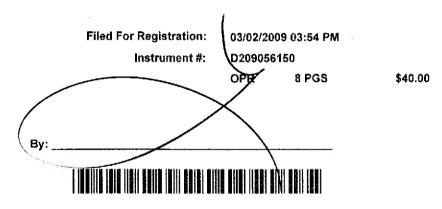
**PLANO** 

TX 75075

Submitter: REPUBLIC TITLE

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D209056150

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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